

Cassandra Harrison
12722 Tennis Dr.
Houston Texas 77099
7/29/2021

United States Courts
Southern District of Texas
FILED

AUG 28 2021

Nathan Ochsner, Clerk of Court

United States Courts
Southern District of Texas
FILED

JUL 29 2021

Nathan Ochsner, Clerk of Court

IN THE UNITED STATES FEDERAL DISTRICT
COURT FOR THE DISTRICT OF TEXAS

Cassandra Harrison
Plaintiff

Request for Jury Trial

21 CV 2457

Reserve the Right To Amend

Case # 215266150584

Me ALPHA I LLC
Vs.
15810 CONNERS AVE DR.
SPRING TX 77379

Defendant's

**5.5 MILLION DOLLAR CIVIL COMPLAINT FOR WRONGFUL FORECLOSURE,
BREACH OF CONTRACT AND THIS CLAIM IS ALSO FOR THE ATTORNEY'S
ASSETS**

["Cujusque Rei Potissima Pars"][The Principle Part Of Everything Is In The Beginning]

COMES NOW, Cassandra Harrison, proceeding *in propria persona*, and files her civil lawsuit for wrongful foreclosure on the property located at 12722 Tennis Dr. Houston Texas 77099. The Plaintiff moves this court for judgement based on the following facts and case law. The attorney's filed the foreclosure case in state court without a witness before the court to provide the court jurisdiction and therefore State court did not have jurisdiction to hear the case. The fact the attorney filed the foreclosure case in state court acting as a foreign agent robs the state court of jurisdiction due to the fact a foreign must file their claim in Federal Court for the court to have proper jurisdiction. These issues show the intent to deceive and the misconduct on the attorney's part.

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The Original Contract Was Altered and Stolen:

The original contract in this case was altered, stolen and that there was an addition to the agreement with the following items that are missing from the contract filed in this case:

- 1) The intent of the agreement is that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,
- 2) The bank or financial institution involved in the alleged loan will follow GAAP,
- 3) the lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower,
- 4) the borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that a bank or financial institution will use to give value to a check or similar instrument,
- 5) the borrower is to repay the loan in the same specie of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens, and
- 6) the written agreement gives full disclosure of all material facts.

Facts of The Dispute:

The bank advertised that they loan money.

- a. I applied for a loan.
- b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan check.
- c. The bank misrepresented the elements of the alleged agreement to the alleged borrower.
- d. There is no bona fide signature on the alleged promissory note.
- e. The promissory note is a forgery.
- f. The promissory note—with my name on it— obligates me to pay \$100,000 plus interest, giving it value today of \$100,000 if it were sold to investors.
- g. The bank recorded the forged promissory note as a loan from me to the bank.

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- h. The bank used this loan to fund the alleged bank loan check back to me.
- i. The bank refused to loan me legal tender or other depositors' money in the amount of \$100,000 or repay the unauthorized loan it recorded from me to the bank.
- j. The bank changed the cost and the risk of the alleged loan.
- k. The bank operated without my knowledge, permission, authorization, or agreement.
- l. The bank denied me equal protection under the law.
- m. The bank refused to disclose material facts of the alleged agreement and refused to tell me if the agreement was for me to fund the alleged bank loan check or if the bank is to use the bank's legal tender or other depositors' money to fund the bank loan check.
- n. They refused to disclose whether the check was the consideration loaned for the alleged promissory note.
- o. The bank failed to disclose if the promissory note is money or not money.
- q. It appears the bank recorded the promissory as an unauthorized loan from me to the bank.

Scheme to Defraud

- a. The contract filed in this case is forged and missing at least 6- provisions that are listed in the original contract.
- b. The foreclosure statute used to provide the court with jurisdiction is not a valid law as it is missing the 3 elements the State Constitution mandates must be present to be a valid law.
- c. The State constitution mandates all laws are to be enacted and have an enacting clause, a title, and a body.
- d. Original Contract with the signatures of both the alleged borrower, and the lender have never been filed in court to verify there was a bilateral contract.
- e. Without a certification of the accounting entries of the attorneys cannot verify there was a debt.
- f. The attorney cannot verify agency and therefore the foreclosure lawsuit has a fatal flaw.

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- g. The foreclosure was filed showing the lender as the plaintiff, however no one from the lender's corporation signed the foreclosure documents.
- h. There is no witness before the court to give the court jurisdiction.
- i. The affidavit is defective as it is 3rd party hearsay and cannot be admitted as evidence at trial.
- j. The attorney is not legal before the court because they have not registered with the National Attorney General's Office as mandated by the foreign agent registration act, (F.A.R.A.).

The Lender Failed To Follow GAAP:

The contract should be rescinded because the attorneys did not provide full disclosure, the contract is extremely deceptive and unconscionable, In re Pearl Maxwell, 281 B.R. 101.

The Truth in Lending Act, Regulation Z, 12 CFR §226.23, states that the security agreement signed with a lender can be rescinded if they have not provided the proper disclosures. The original debt was zero because the Plaintiff's financial asset was exchanged for FED's promissory notes in an even exchange.

Promissory Notes and other commercial instruments are legal tender, financial assets to the originator and a liability to the lender. If a security interest in the note is perfected, by recording it on a lien as a registered security, the maker or originator becomes an entitlement holder in the asset. **But the attorney's do not understand that they have this liability because most of them are unaware of it.**

- a. UCC §1-201(24), §3-104, §3-306, §3-105,
- b. UCC §§8-102 (7), (9), (15), (17), §8-501, §8-503, §8-511
- c. UCC §§9-102(9), (11), (12)(B), (49), (64)
- d. 12 USC 1813(l)(1)

The defendant's records will show the defendants have an offsetting liability to the plaintiff pursuant to FAS 95, GAAP and Thrift Finance Reports (TFR).

These records include:

- a. FR 2046 balance sheet,

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- b. 1099-OID report,
- c. S-3/A registration statement,
- d. 424-B5 prospectus and
- e. RC-S & RC-B Call Schedules

The State Case Is A Violation of 22 USC 611-& The 11th Amendment:

There is no admissible evidence to verify the lender signed a contract to provide a loan, and therefore State Court does not have jurisdiction to rule. The mere fact the lender accepted the borrower's name on the lien to the property will prove the borrower owned the property free and clear. The attorney is acting as a "Foreign Agent" for a "Foreign State" (Corporation) who has commenced this action in violation of the 11th Amendment and in violation of 22 USC 611. The plaintiff hereby complain and allege as following claims for relief under "Civil Rico" Federal Racketeering laws (Title 18 U.S.C. 1964) as the lender has established a "pattern of racketeering activity" by using the U.S. Mail more than twice to collect an unlawful debt and the defendants are in violation of Title 18 U.S.C. 1341, 1343, 1961 and 1962. The defendants have obstructed the administration of Justice, and violated the Plaintiff's right to "Due Process"

Jurisdiction:

The Constitution and 28 U.S.C. § 1332 vest federal courts with jurisdiction to hear cases that "arise under" federal law. The Constitution vests federal courts with the authority to hear cases "arising under th[e] Constitution [or] the Laws of the United States." U.S. Const. art III, § 2. Congress vests federal district courts with subject-matter jurisdiction over cases involving questions of federal law: "The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States." 28 U.S.C. § 1331.

Reservation of Rights:

"I reserve my right not to be compelled to perform under any contract, commercial agreement or bankruptcy that I did not enter knowingly, voluntarily, and intentionally. And furthermore, I do not and will not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement or bankruptcy." I have reserved my rights under the UCC 1-308, formerly 1-207, and demand the statutes used in this court be construed in harmony with Common Law.

The code is complimentary to the common law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the common law unless there is a clear legislative intent to abrogate the common law. The code was written as not to abolish the common law entirely. I was not involved with an international maritime contract, so in good faith, I deny that such a contract exists, and demand the court proceed under Common Law Jurisdiction. I'm only aware of two jurisdiction the court can operate under as per the Constitution, and are Common Law, and Admiralty Jurisdiction. If the court chooses to proceed under Admiralty Jurisdiction, I' will need the court to inform me where I' can find the rules of procedures for admiralty jurisdiction for my review, to avoid a violation of my due process, which will result in a civil claim against the court for obstruction of the administration of justice.

Plaintiff's claims are brought forward Under Common Law:

Elements for Common Law:

1. Controversy (The listed defendants)
2. Specific Claim (wrongful foreclosure, breach of contract,
3. Specific Remedy Sought by Claimant (5.5 million dollars)
4. Claim Is Sworn To (Affidavit of Verification attached), and I will verify in open court that all herein be true.

Parties:

- 1.1 Cassandra Harrison is a resident of Harris County, Texas.
- 1.2 The first defendant is the Jared T. S. Pace.
- 1.3 The second defendant is Condon Tobin Sladek Thornton.
- 1.4 The third defendant is F C I Lender Services.

Lack of Jurisdiction No Injured Party:

The wrongful foreclosure action filed in state court had no injured party and therefore damages should be granted. The 6th Amendment secures that no person will be deprived of life, liberty, or property without due process of law. Therefore, the "the injured party" must appear and state

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he/she is owed a debt, the debtor must be given the right to challenge this debt for "validation" 15 USC 1692g. Only an "injured party" can claim a debt is owed. "Imaginary persons" cannot appear or give testimony and cannot be the "Plaintiff" of any cause of action. There is no injured party in the state foreclosure case and it and therefore the court did not have jurisdiction. The attorney filed in the wrong court with the intent to defraud the homeowner and the court.

The Attorney Failed To Establish Agency:

The people have rights, Corporations do not have rights. Among these "Rights" is the right to contract, the people have this right under 42 USC 1981. The people exercise this right by their signature and/or Social Security Number. **Corporations cannot sign and therefore cannot enter any contract, with an attorney.** The right to contract is reserved to the people. This is established by the age-old principle of "Agency". To establish an "Agency", the "Principal" must ask the "Agent" to perform a task. The "Agent" must agree to perform the task. It is a time-tested principle, of "American Jurisprudence" that the "Court" must not rely upon the "Agent" to prove "Agency". The "Court" must follow the "Principal" to establish "Agency". The law is simple no "Principal" no "Agency" to "Capacity to Sue". Case must be dismissed.

A Corporation Has No Right's Privileges or Immunities:

This civil action filed against the plaintiff in State court was "Fraudulent" because the attorneys are claiming a "Corporation" has rights, privileges, and immunities in court, common knowledge dictates a Corporation is an artificial person without natural rights. For an attorney to file a civil action with a "Corporation" as "Plaintiff" is clear "Fraud on the Court". A "Corporation" cannot sign a "Power of Attorney" or give any attorney verbal instructions to act on its behalf. Therefore, no attorney can lawfully represent any "Corporation in court".

WRONGFUL FORECLOSURE

As a proximate result of the negligent or reckless conduct of the attorney acting as a 3rd party debt collector the plaintiff suffered injury when the attorney filed unlawful foreclosure using a foreclosure statute that is missing the 3 elements needed to be considered a valid law. The state constitution mandates laws to be enacted by congress and they must have an enacting clause, a title, and a body. The revised statutes use to provide jurisdiction to the court is not a valid law

and therefore rob the court of jurisdiction. The attorneys filed a forged contract in the state foreclosure case. The contract filed is missing the following provisions agreed upon in the original contract:

- 1) The intent of the agreement is that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,
- 2) The bank or financial institution involved in the alleged loan will follow GAAP,
- 3) the lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower,
- 4) the borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that a bank or financial institution will use to give value to a check or similar instrument,
- 5) the borrower is to repay the loan in the same specie of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens, and
- 6) the written agreement gives full disclosure of all material facts.

Breach Of Contract:

The bank advertised that they loan money:

- a. I applied for a loan.
- b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan check.
- c. The bank misrepresented the elements of the alleged agreement to the alleged borrower.
- d. There is no bona fide signature on the alleged promissory note.
- e. The promissory note is a forgery.
- f. The promissory note—with my name on it— obligates me to pay \$100,000 plus interest, giving it value today of \$100,000 if it were sold to investors.
- g. The bank recorded the forged promissory note as a loan from me to the bank.

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- h. The bank used this loan to fund the alleged bank loan check back to me.
- i. The bank refused to loan me legal tender or other depositors' money in the amount of \$100,000 or repay the unauthorized loan it recorded from me to the bank.
- j. The bank changed the cost and the risk of the alleged loan.
- k. The bank operated without my knowledge, permission, authorization, or agreement.
- l. The bank denied me equal protection under the law.
- m. The bank refused to disclose material facts of the alleged agreement and refused to tell me if the agreement was for me to fund the alleged bank loan check or if the bank is to use the bank's legal tender or other depositors' money to fund the bank loan check.
- n. They refused to disclose whether the check was the consideration loaned for the alleged promissory note.
- o. The bank failed to disclose if the promissory note is money or not money.
- q. It appears the bank recorded the promissory as an unauthorized loan from me to the bank.

RICO:

The Supreme Court found that the Plaintiff in a civil RICO action need establish only a criminal "violation" and not a criminal conviction. Further, the Court held that the Defendant need only have caused harm to the Plaintiff by the commission of a predicate offense in such a way as to constitute a "pattern of Racketeering activity." That is, the Plaintiff need not demonstrate that the Defendant is an organized crime figure, a mobster in the popular sense, or that the Plaintiff has suffered some type of special Racketeering injury; all that the Plaintiff must show is what the Statute specifically requires. The RICO Statute and the civil remedies for its violation are to be liberally construed to affect the Congressional purpose as broadly formulated in the statute. *Sedima, SPRL v. Imrex Co.*, 473 US 479 (1985)

Slander of Title:

The defendants have caused to be recorded various documents including an unlawful foreclosure which constitutes slander of title and the plaintiff should be awarded resulting damages to be fully proved at the time of trial.

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Slander of Credit:

The plaintiff allege that the actions and inactions of the defendants have impaired their credit causing them to lose the ability to have good credit entitling them to damages, including statutory punitive damages pursuant to state and federal law, all to be proved at the time of trial.

Infliction of Emotional Distress:

The defendants have intentionally and negligently taken illegal actions which have caused the plaintiffs severe emotional distress. The attack on the plaintiff's home using a statute that is not a valid fraud on the court. The fact part of the original agreement is missing from the contract filed in the state foreclosure case is a clear showing of illegal intent to cause distress.

Damages:

The plaintiff is seeking damages for wrongful foreclosure, and he has shown that

- (a.) there was an irregularity in the foreclosure sale and
- (b.) the irregularity caused the plaintiff damages. See University Sav. Ass'n v. Springwoods.

Unless enjoined, the plaintiffs will suffer irreparable harm and will not have an adequate remedy at law. As a proximate result of the negligent actions of both defendants, the plaintiffs have suffered consequential damage and will continue to suffer additional damage in an amount to be fully proved at the time of trial.

Attorney's Assets:

The plaintiff would like to have the attorneys see what it feels like to face have their home taken and their family facing displacement.

Wherefore, having set forth the various causes of action against the defendants, the plaintiffs pray for the following relief:

1. To be granted the 5.5 Million Dollars in punitive and compensatory damages.
2. The court to award the attorneys' assets to the plaintiff.
3. The court order the attorneys to discharge the alleged debt.

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AFFIDAVIT OF

STATE OF _____

COUNTY OF _____

I, the Affiant, who goes by _____ a woman, being of sound mind, and over the age of twenty-one, reserving all rights, being unschooled in law, and who has no BAR attorney, is without an attorney, and having never been re-presented by an attorney, and not waiving assistance of counsel, knowingly and willingly Declares and Duly affirms, in accordance with laws in and for the State of _____, in good faith, and with full intent for preserving and promoting the public confidence in the integrity and impartiality of the government and the judiciary, that the following statements and facts, are true and correct of Affiant's own first-hand knowledge, understanding, and belief, do solemnly declare, and depose and say:

FURTHER AFFLIANT SAITH NOT.

I declare under the penalty of bearing false witness before God and as recognized under the laws in and for The State of _____, the Laws of the United States of America, acting with sincere intent and full standing in law, do herewith certify and state that the foregoing contents are true, correct, complete, certain, admissible as evidence, and not intended to mislead anyone, and that
executes this document in accordance with best knowledge and understanding without dishonor, without recourse; with All rights reserved, without prejudice.

Done this _____ day of November in the year 2019, under penalty of perjury under the laws of the United States of America.

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AFFIDAVIT OF

STATE OF TX

COUNTY OF HARRIS

I, the Affiant, who goes by ^{CASSANDRA}~~HARRISON~~ a woman, being of sound mind, and over the age of twenty-one, reserving all rights, being unschooled in law, and who has no BAR attorney, is without an attorney, and having never been re-presented by an attorney, and not waiving assistance of counsel, knowingly and willingly Declares and Duty affirms, in accordance with laws in and for the State of _____, in good faith, and with full intent for preserving and promoting the public confidence in the integrity and impartiality of the government and the judiciary, that the following statements and facts, are true and correct of Affiant's own first-hand knowledge, understanding, and belief, do solemnly declare, and depose and say:

FURTHER AFFIANT SAITH NOT.

I declare under the penalty of bearing false witness before God and as recognized under the laws in and for The State of TX, the Laws of the United States of America, acting with sincere intent and full standing in law, do herewith certify and state that the foregoing contents are true, correct, complete, certain, admissible as evidence, and not intended to mislead anyone, and that executes this document in accordance with best knowledge and understanding without dishonor, without recourse; with All rights reserved, without prejudice.

Done this 28 day of July in the year 2021, under penalty of perjury under the laws of the United States of America.

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AFFIDAVIT OF

STATE OF TX

COUNTY OF HARRIS

I, the Affiant, who goes by ^{CASSANDRA MONIQUE}~~HARRISON~~ a woman, being of sound mind, and over the age of twenty-one, reserving all rights, being unschooled in law, and who has no BAR attorney, is without an attorney, and having never been re-presented by an attorney, and not waiving assistance of counsel, knowingly and willingly Declares and Duly affirms, in accordance with laws in and for the State of Texas, in good faith, and with full intent for preserving and promoting the public confidence in the integrity and impartiality of the government and the judiciary, that the following statements and facts, are true and correct of Affiant's ~~own first-hand knowledge, understanding, and belief~~, do solemnly declare, and depose and say:

- a. The foreclosure was filed showing the lender as the plaintiff, however no one from the lender's corporation signed the foreclosure documents.
- b. There ~~is no~~ witness before the court to give the court jurisdiction.
- c. The affidavit is defective as it is 3rd party hearsay and cannot be admitted as evidence at trial.
- d. The attorney is not legal before the court because they have not registered with the National Attorney General's Office as mandated by the foreign agent registration act, (F.A.R.A.).

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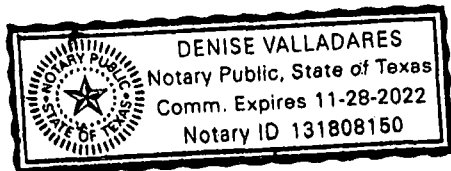
FURTHER AFFIANT SAITH NOT.

I declare under the penalty of bearing false witness before God and as recognized under the laws in and for The State of TEXAS, the Laws of the United States of America, acting with sincere intent and full standing in law, do herewith certify and state that the foregoing contents are true, correct, complete, certain, admissible as evidence, and not intended to mislead anyone, and that Cassandra Harrison executes this document in accordance with best knowledge and understanding without dishonor, without recourse; with All rights reserved, without prejudice.

Done this 28 day of July in the year 2021, under penalty of perjury under the laws of the United States of America.

Cassandra Harrison

SUBSCRIBED AND SWORN to this 28 day of, July, 2021.



Denise Valladares
Notary Public; in and for TEXAS

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EXHIBIT (A)

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CERTIFICATE OF SERVICE

DANIEL MURRAY
15810 CONNERS ACE DR.
SPRING TEXAS 77379

JARED T. S. PACE
CONDON TOBIN SLEDER THURTON
8080 PARK LANE SUITE 700
DALLAS TX, 75231

NICHOLAS M. FRAMER
BARRY E. SEWART
4151 SOUTHWEST FREEWAY SUITE 680
HOUSTON TX 77027

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